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To: All HOPWA Project Sponsors  
From: Lisa Coffman, HOPWA Coordinator  
Date: November 8, 2002  
**Re: Landlord-Tenant Relations Law**

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**Notice:** HOPWA 02-03

This memo transmits the new law (IC 32-31) that deals with Landlord-Tenant Relations. These rules are for any unit that was rented/leased after June 30, 2002.

Please take a minute to review the new law and disseminate this information to your clients. There are defined protections for tenants regarding the condition of a rental unit at move-in. The law also outlines what the landlord and tenant obligations are during the rental agreement.

One area that may be of particular interest to your clients is IC 32-31-8-6 *Tenant's cause of action to enforce landlord obligations*, this section talks about how tenants have the right to go to court if a landlord fails to make repairs on the rental unit.

Here is a listing of the sections of the law:

Chapter 1	General Provision
Chapter 2	Recording Leases Longer than Three Years
Chapter 3	Security Deposits
Chapter 4	Moving and Storage of Tenant's Property
Chapter 5	Rental Agreements; Right of Access
Chapter 6	Emergency Possessory Orders
Chapter 7	Tenant Obligations
Chapter 8	Landlord Obligations Under a Rental Agreement

If you would like more copies of this information for your clients, please check IHFA's website at [www.indianahousing.org](http://www.indianahousing.org).

If you have any questions or concerns regarding the information in this memo, please contact Lisa Coffman at (317) 233-1814 or (800) 872-0371 or via e-mail at [lcoffman@ihfa.state.in.us](mailto:lcoffman@ihfa.state.in.us).

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## **IC 32-31**

### **ARTICLE 31. LANDLORD-TENANT RELATIONS**

#### **IC 32-31-1**

##### **Chapter 1. General Provisions**

#### **IC 32-31-1-1**

##### **Determination of estates at will**

Sec. 1. (a) A tenancy at will may be determined by a one (1) month notice in writing, delivered to the tenant.

(b) A tenancy at will cannot arise or be created without an express contract.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-1-2**

##### **Creation of tenancy at will month to month**

Sec. 2. A general tenancy in which the premises are occupied by the express or constructive consent of the landlord is considered to be a tenancy from month to month. However, this section does not apply to land used for agricultural purposes.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-1-3**

##### **Determination of year to year tenancy**

Sec. 3. A tenancy from year to year may be determined by a notice given to the tenant not less than three (3) months before the expiration of the year.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-1-4**

##### **Notice; determination of tenancy**

Sec. 4. (a) This section applies to a tenancy of not more than three (3) months which, by express or implied agreement of the parties, extends from one (1) period to another.

(b) Notice to the tenant equal to the interval between the periods is sufficient to determine a tenancy described in subsection (a).

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-1-5**

##### **Form; notice determining tenancy from year to year**

Sec. 5. The following form of notice may be used to terminate a tenancy from year to year:

(insert date here)

To (insert name of tenant here):

You are notified to vacate at the expiration of the current year of tenancy the following property: (insert description of property here).

(insert name of landlord here)

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-1-6**

#### **Rent; refusal or neglect to pay**

Sec. 6. If a tenant refuses or neglects to pay rent when due, a landlord may terminate the lease with not less than ten (10) days notice to the tenant unless:

- (1) the parties otherwise agreed; or
- (2) the tenant pays the rent in full before the notice period expires.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-1-7**

#### **Forms; notice to quit; failure or refusal to pay rent**

Sec. 7. The following form of notice may be used when a tenant fails or refuses to pay rent:

(insert date here)

To (insert name of tenant here):

You are notified to vacate the following property not more than ten (10) days after you receive this notice unless you pay the rent due on the property within ten (10) days: (insert description of property here).

(insert name of landlord here)

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-1-8**

#### **Notice to quit; when not necessary**

Sec. 8. Notice is not required to terminate a lease in the following situations:

- (1) The landlord agrees to rent the premises to the tenant for a specified period of time.
- (2) The time for the determination of the tenancy is specified in the contract.
- (3) A tenant at will commits waste.
- (4) The tenant is a tenant at sufferance.
- (5) The express terms of the contract require the tenant to pay the rent in advance, and the tenant refuses or neglects to pay the rent in advance.
- (6) The landlord-tenant relationship does not exist.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-1-9**

#### **Service of notices**

Sec. 9. (a) Notice required under sections 1 through 7 of this chapter may be served on the tenant.

(b) If the tenant cannot be found, notice may be served on a person residing at the premises. The person serving the notice must explain the contents of the notice to the person being served.

(c) If a person described in subsection (b) is not found on the premises, notice may be served by affixing a copy of the notice to a conspicuous part of the premises.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-1-10**

### **conveyance by landlord**

Sec. 10. A conveyance by a landlord of real estate or of any interest in the real estate is valid without the attornment of the tenant. If the tenant pays rent to the landlord before the tenant receives notice of the conveyance, the rent paid to the landlord is good against the grantee.  
*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-1-11**

#### **Attornment of tenant to stranger**

Sec. 11. The attornment of a tenant to a stranger is void and does not affect the possession of the landlord unless:

- (1) the landlord consents to the attornment; or
- (2) the attornment is made under a judgment at law or the order or decree of a court.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-1-12**

#### **Sublessees; remedy against landlord**

Sec. 12. A sublessee has the same remedy under the original lease against the chief landlord as the sublessee would have had against the immediate lessor.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-1-13**

#### **Alienees of lessors and lessees; remedies**

Sec. 13. An alienee of a lessor or lessee of land has the same legal remedies in relation to the land as the lessor or lessee.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-1-14**

#### **Rents; land granted for life**

Sec. 14. Rents from lands granted for life or lives may be recovered as other rents.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-1-15**

#### **Rents; dependency on life of another; recovery of arrears**

Sec. 15. A person entitled to rents dependent on the life of another person may recover arrears unpaid at the death of the other person.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-1-16**

#### **Rents; executors and administrators; remedies and liabilities**

Sec. 16. An executor or administrator of the estate of a decedent, whether a testator or intestate:

- (1) has the same remedies to recover rents; and
  - (2) is subject to the same liabilities to pay rents;
- as the decedent.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-1-17**

#### **Occupant without special contract; liability for rent**

Sec. 17. An occupant of land without special contract is liable for the rent to any person entitled to receive the rent.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-1-18**

#### **Death of life tenant demising land; recovery of rent**

Sec. 18. If a life tenant who has demised any lands dies on or after the day on which rent is due and payable, the executor or administrator of the life tenant's estate may recover from the under tenant the whole rent due. If the life tenant dies before the day on which rent is due:

- (1) the executor or administrator of the life tenant's estate may recover the proportion of rent that accrued before; and
- (2) the remainderman may recover the the proportion of rent that accrued after;

the life tenant's death.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-1-19**

#### **Crop paid as rent**

Sec. 19. (a) In a case where a tenant agrees under contract to pay as rent:

- (1) a part of the crop raised on the leased premises;
- (2) rent in kind; or
- (3) a cash rent;

the landlord may have a lien on the crop raised under the contract for payment of the rent. If the tenant refuses or neglects to pay or deliver to the landlord the rent when it is due, the landlord may enforce the lien by selling the crop.

(b) A landlord who desires to acquire a lien on a crop raised under a contract on leased premises must file a financing statement under IC 26-1-9.1-501 at least thirty (30) days before the crop matures and during the year in which the crop is grown. The financing statement must:

- (1) give notice of the landlord's intention to hold a lien upon the crop for the amount of rent due;
- (2) specifically set forth the amount claimed; and
- (3) describe the lands on which the crop is being grown with sufficient precision to identify the lands.

(c) A lien created under this section relates to the time of filing and has priority over all liens created thereafter. However, a tenant may, after giving written notice to the landlord or the landlord's agent, remove the tenant's portion of the crop from the leased premises and dispose of the tenant's portion of the crop when the rent is to be paid in part of the crop raised. If the tenant does not give written notice to the landlord, the tenant may remove not more than one-half (1/2) of the crop growing or matured.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-1-20**

**privately owned real property; regulation of rental rates**

Sec. 20. (a) This section does not apply to privately owned real property for which government funds or benefits have been allocated from the United States government, the state, or a political subdivision for the express purpose of providing reduced rents to low or moderate income tenants.

(b) Regulation of rental rates for privately owned real property must be authorized by an act of the general assembly.

*As added by P.L.2-2002, SEC.16.*

## **IC 32-31-2**

### **Chapter 2. Recording Leases Longer Than Three Years**

#### **IC 32-31-2-1**

##### **Necessity of recording**

Sec. 1. Not more than forty-five (45) days after its execution, a lease of real estate for a period longer than three (3) years shall be recorded in the Miscellaneous Record in the recorder's office of the county in which the real estate is located.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-2-2**

##### **Failure to record lease; effect**

Sec. 2. If a lease for a period longer than three (3) years is not recorded within forty-five (45) days after its execution, the lease is void against any subsequent purchaser, lessee, or mortgagee who acquires the real estate in good faith and for valuable consideration.

*As added by P.L.2-2002, SEC.16.*

## **IC 32-31-3**

### **Chapter 3. Security Deposits**

#### **IC 32-31-3-1**

##### **Application of chapter**

Sec. 1. (a) This chapter applies to rental agreements for dwelling units located in Indiana.

(b) This chapter does not apply to any of the following arrangements unless the arrangement was created to avoid application of this chapter:

(1) Residence at a rental unit owned or operated by an institution that is directly related to detention or the provision of medical, maternity home care, education, counseling, religious service, geriatric service, or a similar service.

(2) Occupancy under a contract of sale of a rental unit or the property of which the rental unit is a part if the occupant is the purchaser or a person who succeeds to the purchaser's interest.

(3) Occupancy by a member of a fraternal or social organization in the part of a structure operated for the benefit of the organization.

(4) Transient occupancy in a hotel, motel, or other lodging.

(5) Occupancy by an employee of a landlord whose right to occupancy is conditional upon employment in or about the premises.

(6) Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative.

(7) Occupancy under a rental agreement covering property used by the occupant primarily for agricultural purposes.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-3-2**

##### **"Cooperative housing association" defined**

Sec. 2. As used in this chapter, "cooperative housing association" means a consumer cooperative that provides dwelling units to its members.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-3-3**

##### **"Landlord" defined**

Sec. 3. As used in this chapter, "landlord" means:

(1) the owner, lessor, or sublessor of a rental unit or the property of which the unit is a part; or

(2) a person authorized to exercise any aspect of the management of the premises, including a person who directly or indirectly:

(A) acts as a rental agent; or

(B) receives rent or any part of the rent other than as a bona fide purchaser.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-3-4**

##### **"Owner" defined**



Sec. 4. (a) As used in this chapter, "owner" means one (1) or more persons in whom is vested all or part of the legal title to property.

(b) The term includes a mortgagee or contract purchaser in possession.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-3-5**

#### **"Person" defined**

Sec. 5. As used in this chapter, "person" means an individual, a corporation, an association, a partnership, a governmental entity, a trust, an estate, or any other legal or commercial entity.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-3-6**

#### **"Rent" defined**

Sec. 6. As used in this chapter, "rent" includes all payments made to a landlord under a rental agreement except a security deposit, however denominated.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-3-7**

#### **"Rental agreement" defined**

Sec. 7. As used in this chapter, "rental agreement" means an agreement together with any modifications, embodying the terms and conditions concerning the use and occupancy of a rental unit.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-3-8**

#### **"Rental unit" defined**

Sec. 8. As used in this chapter, "rental unit" means:

(1) a structure, or the part of a structure, that is used as a home, residence, or sleeping unit by:

(A) one (1) individual who maintains a household; or

(B) two (2) or more individuals who maintain a common household; or

(2) any grounds, facilities, or area promised for the use of a residential tenant, including the following:

(A) An apartment unit.

(B) A boarding house.

(C) A rooming house.

(D) A mobile home space.

(E) A single or two (2) family dwelling.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-3-9**

#### **"Security deposit" defined**

Sec. 9. (a) As used in this chapter, "security deposit" means a deposit paid by a tenant to the landlord or the landlord's agent to be held for all or a part of the term of the rental agreement to secure performance of any obligation of the tenant under the rental agreement.

- (b) The term includes:
  - (1) a required prepayment of rent other than the first full rental payment period of the lease agreement;
  - (2) a sum required to be paid as rent in any rental period in excess of the average rent for the term; and
  - (3) any other amount of money or property returnable to the tenant on condition of return of the rental unit by the tenant in a condition as required by the rental agreement.
- (c) The term does not include the following:
  - (1) An amount paid for an option to purchase under a lease with option to purchase, unless it is shown that the intent was to evade this chapter.
  - (2) An amount paid as a subscription for or purchase of a membership in a cooperative housing association incorporated under Indiana law.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-3-10**

#### **"Tenant" defined**

Sec. 10. As used in this chapter, "tenant" means an individual who occupies a rental unit:

- (1) for residential purposes;
- (2) with the landlord's consent; and
- (3) for consideration that is agreed upon by both parties.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-3-11**

#### **Jurisdiction of courts**

Sec. 11. (a) The following courts have original and concurrent jurisdiction in cases arising under this chapter:

- (1) A circuit court.
- (2) A superior court.
- (3) A county court.
- (4) A municipal court.
- (5) A small claims court.

(b) A case arising under this chapter may be filed on the small claims docket of a court that has jurisdiction.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-3-12**

#### **Return of deposits; deductions; liability**

Sec. 12. (a) Upon termination of a rental agreement, a landlord shall return to the tenant the security deposit minus any amount applied to:

- (1) the payment of accrued rent;
- (2) the amount of damages that the landlord has suffered or will reasonably suffer by reason of the tenant's noncompliance with law or the rental agreement; and
- (3) unpaid utility or sewer charges that the tenant is obligated to pay under the rental agreement;

all as itemized by the landlord with the amount due in a written notice that is delivered to the tenant not more than forty-five (45) days after

termination of the rental agreement and delivery of possession. The landlord is not liable under this chapter until the tenant supplies the landlord in writing with a mailing address to which to deliver the notice and amount prescribed by this subsection. Unless otherwise agreed, a tenant is not entitled to apply a security deposit to rent.

(b) If a landlord fails to comply with subsection (a), a tenant may recover all of the security deposit due the tenant and reasonable attorney's fees.

(c) This section does not preclude the landlord or tenant from recovering other damages to which either is entitled.

(d) The owner of the dwelling unit at the time of the termination of the rental agreement is bound by this section.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-3-13**

#### **Use of deposits**

Sec. 13. A security deposit may be used only for the following purposes:

(1) To reimburse the landlord for actual damages to the rental unit or any ancillary facility that are not the result of ordinary wear and tear.

(2) To pay the landlord for:

(A) all rent in arrearage under the rental agreement; and

(B) rent due for premature termination of the rental agreement by the tenant.

(3) To pay for the last payment period of a residential rental agreement if a written agreement between the landlord and the tenant stipulates that the security deposit will serve as the last payment of rent due.

(4) To reimburse the landlord for utility or sewer charges paid by the landlord that are:

(A) the obligation of the tenant under the rental agreement; and

(B) unpaid by the tenant.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-3-14**

#### **Notice of damages; refund of remaining deposits**

Sec. 14. Not more than forty-five (45) days after the termination of occupancy, a landlord shall mail to a tenant an itemized list of damages claimed for which the security deposit may be used under section 13 of this chapter. The list must set forth:

(1) the estimated cost of repair for each damaged item; and

(2) the amounts and lease on which the landlord intends to assess the tenant.

The landlord shall include with the list a check or money order for the difference between the damages claimed and the amount of the security deposit held by the landlord.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-3-15**

### **Remittance of full deposit**

Sec. 15. Failure by a landlord to provide notice of damages under section 14 of this chapter constitutes agreement by the landlord that no damages are due, and the landlord must remit to the tenant immediately the full security deposit.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-3-16**

#### **Liability for withheld deposits**

Sec. 16. A landlord who fails to comply with sections 14 and 15 of this chapter is liable to the tenant in an amount equal to the part of the deposit withheld by the landlord plus reasonable attorney's fees and court costs.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-3-17**

#### **Waiver of chapter**

Sec. 17. A waiver of this chapter by a landlord or tenant is void.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-3-18**

#### **Disclosure of managers and agents**

Sec. 18. (a) A landlord or a person authorized to enter into a rental agreement on behalf of the landlord shall disclose and furnish to the tenant in writing at or before the commencement of the rental agreement the names and addresses of the following:

(1) A person residing in Indiana who is authorized to manage the dwelling unit.

(2) A person residing in Indiana who is reasonably accessible to the tenant and who is authorized to act as agent for the owner for purposes of:

(A) service of process; and

(B) receiving and receipting for notices and demands.

A person who is identified as being authorized to manage under subdivision (1) may also be identified as the person authorized to act as agent under subdivision (2).

(b) This section is enforceable against any successor landlord, owner, or manager.

(c) A person who fails to comply with subsection (a) becomes an agent of each person who is a landlord for purposes of:

(1) service of process and receiving and receipting for notices and demands; and

(2) performing the obligations of the landlord under law or the rental agreement.

(d) If the information required by subsection (a) is not disclosed at the beginning of the rental agreement, the tenant shall be allowed any expenses reasonably incurred to discover the names and addresses required to be furnished.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-3-19**

### **Sale of property; liability for deposits; exceptions**

Sec. 19. (a) Unless otherwise agreed, if a landlord conveys, in a good faith sale to a bona fide purchaser, property that includes a dwelling unit subject to a rental agreement, the landlord is relieved of liability under law or the rental agreement as to events occurring after written notice to the tenant of the conveyance. However, for one (1) year after giving notice of the conveyance, the landlord remains liable to the tenant for the security deposit to which the tenant is entitled under section 14 of this chapter unless:

- (1) the purchaser acknowledges that the purchaser has assumed the liability of the seller by giving notice to the tenant; and
- (2) upon conveyance the seller transfers the security deposit to the purchaser.

(b) Unless otherwise agreed, a manager of a dwelling unit is relieved of any liability the manager might have under law or the rental agreement as to events occurring after written notice to the tenant of the termination of the manager's management.

*As added by P.L.2-2002, SEC.16.*

## **IC 32-31-4**

### **Chapter 4. Moving and Storage of Tenant's Property**

#### **IC 32-31-4-1**

##### **"Exempt property" defined**

Sec. 1. As used in this chapter, "exempt property" means personal property that is any of the following:

- (1) Medically necessary for an individual.
- (2) Used by a tenant for the tenant's trade or business.
- (3) Any of the following, as necessary for the tenant or a member of the tenant's household:
  - (A) A week's supply of seasonably necessary clothing.
  - (B) Blankets.
  - (C) Items necessary for the care and schooling of a minor child.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-4-2**

##### **Court order allowing removal by landlord**

Sec. 2. (a) If a landlord is awarded possession of a dwelling unit by a court under IC 32-30-2, the landlord may seek an order from the court allowing removal of a tenant's personal property.

(b) If the tenant fails to remove the tenant's personal property before the date specified in the court's order issued under subsection (a), the landlord may remove the tenant's personal property in accordance with the order and deliver the personal property to a warehouseman under section 3 of this chapter.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-4-3**

##### **Delivery to warehouseman after notice to tenant; release of exempt property**

Sec. 3. (a) If a tenant has failed to remove the tenant's personal property under section 2 of this chapter, a landlord may deliver the personal property to a warehouseman if notice of both of the following has been personally served on the tenant at the last known address of the tenant:

- (1) An order for removal of personal property issued under section 2 of this chapter.
- (2) The identity and location of the warehouseman.

(b) At the demand of the owner of the exempt property, the warehouseman shall release the exempt property to the owner without requiring payment from the owner at the time of delivery.

(c) A waiver of the provisions of section 1 of this chapter or subsection (b) by contract or otherwise is void.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-4-4**

##### **Lien on nonexempt property for expenses incurred by warehouseman**

Sec. 4. (a) A warehouseman that receives property under this chapter holds a lien on all of that property that is not exempt property to the extent of the expenses for any of the following incurred by the warehouseman with respect to all of the property, whether exempt or not exempt:

- (1) Storage.
- (2) Transportation.
- (3) Insurance.
- (4) Labor.
- (5) Present or future charges related to the property.
- (6) Expenses necessary for preservation of the property.
- (7) Expenses reasonably incurred in the lawful sale of the property.

(b) A tenant may claim the tenant's property at any time until the sale of the property under section 5 of this chapter by paying the warehouseman the expenses described in this section.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-4-5**

##### **Sale of unclaimed property**

Sec. 5. If a tenant does not claim the tenant's property within ninety (90) days after receiving notice under section 3 of this chapter, a warehouseman may sell the property received under this chapter under IC 26-1-7-210(2).

*As added by P.L.2-2002, SEC.16.*

## **IC 32-31-5**

### **Chapter 5. Rental Agreements; Right of Access**

#### **IC 32-31-5-1**

##### **Applicability of chapter**

Sec. 1. (a) This chapter applies only to a rental agreement entered into or renewed after June 30, 1999.

(b) This chapter applies to a landlord or tenant only if the rental agreement was entered into or renewed after June 30, 1999.

(c) A waiver of this chapter by a landlord or tenant, including a former tenant, by contract or otherwise, is void.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-5-2**

##### **Applicability of definitions**

Sec. 2. Except as otherwise provided in this chapter, the definitions in IC 32-31-3 apply throughout this chapter.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-5-3**

##### **"Dwelling unit" defined**

Sec. 3. (a) As used in this chapter, "dwelling unit" means a structure or part of a structure that is used as a home, residence, or sleeping unit.

(b) The term includes the following:

(1) An apartment unit.

(2) A boarding house unit.

(3) A rooming house unit.

(4) A manufactured home (as defined in IC 22-12-1-16) or mobile structure (as defined in IC 22-12-1-17) and the space occupied by the manufactured home or mobile structure.

(5) A single or two (2) family dwelling.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-5-4**

##### **Written notice required to modify rental agreement**

Sec. 4. Unless otherwise provided by a written rental agreement between a landlord and tenant, a landlord shall give the tenant at least thirty (30) days written notice before modifying the rental agreement.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-5-5**

##### **Tenant's personal property**

Sec. 5. (a) Except as provided in IC 16-41-27-29, IC 32-31-3, or IC 32-31-4, a landlord may not:

(1) take possession of;

(2) remove from a tenant's dwelling unit;

(3) deny a tenant access to; or

(4) dispose of;

a tenant's personal property in order to enforce an obligation of the tenant to the landlord under a rental agreement.



(b) The landlord and tenant may agree in a writing separate from the rental agreement that the landlord may hold property voluntarily tendered by the tenant as security in exchange for forbearance from an action to evict.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-5-6**

#### **Landlord prohibited from interfering with access, possession, or essential services**

Sec. 6. (a) This section does not apply if the dwelling unit has been abandoned.

(b) For purposes of this section, a dwelling unit is considered abandoned if:

- (1) the tenants have failed to:
  - (A) pay; or
  - (B) offer to pay;rent due under the rental agreement; and
- (2) the circumstances are such that a reasonable person would conclude that the tenants have surrendered possession of the dwelling unit.

An oral or written rental agreement may not define abandonment differently than is provided by this subsection.

(c) Except as authorized by judicial order, a landlord may not deny or interfere with a tenant's access to or possession of the tenant's dwelling unit by commission of any act, including the following:

- (1) Changing the locks or adding a device to exclude the tenant from the dwelling unit.
- (2) Removing the doors, windows, fixtures, or appliances from the dwelling unit.
- (3) Interrupting, reducing, shutting off, or causing termination of any of the following to a tenant:
  - (A) Electricity.
  - (B) Gas.
  - (C) Water.
  - (D) Other essential services.

However, the landlord may interrupt, shut off, or terminate service as the result of an emergency, good faith repairs, or necessary construction. This subdivision does not require a landlord to pay for services described in this subdivision if the landlord has not agreed, by an oral or written rental agreement, to do so.

(d) A tenant may not interrupt, reduce, shut off, or cause termination of:

- (1) electricity;
- (2) gas;
- (3) water; or
- (4) other essential services;

to the dwelling unit if the interruption, reduction, shutting off, or termination of the service will result in serious damage to the rental unit.

*As added by P.L.2-2002, SEC.16.*

## **IC 32-31-6**

### **Chapter 6. Emergency Possessory Orders**

#### **IC 32-31-6-1**

##### **Applicability of definitions**

Sec. 1. The definitions in IC 32-31-3 and IC 32-31-5 apply throughout this chapter.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-6-2**

##### **Small claims jurisdiction**

Sec. 2. The small claims docket of a court has jurisdiction to grant an emergency possessory order under this chapter.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-6-3**

##### **Eligibility to file petition**

Sec. 3. The following may file a petition for an emergency possessory order under this chapter:

- (1) A tenant, if the landlord has violated IC 32-31-5-6.
- (2) A landlord, if the tenant has committed or threatens to commit waste to the rental unit.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-6-4**

##### **Petition requirements**

Sec. 4. A petition for an order under this chapter must:

- (1) include an allegation specifying:
  - (A) the violation, act, or omission caused or threatened by a landlord or tenant; and
  - (B) The nature of the specific immediate and serious:
    - (i) injury;
    - (ii) loss; or
    - (iii) damage;that the landlord or tenant has suffered or will suffer if the violation, act, or omission is not enjoined; and
- (2) be sworn to by the petitioner.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-6-5**

##### **Court review; emergency hearing**

Sec. 5. If a tenant or a landlord petitions the court to issue an order under this chapter, the court shall immediately do the following:

- (1) Review the petition.
- (2) Schedule an emergency hearing for not later than three (3) business days after the petition is filed.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-6-6**

##### **Emergency order**

Sec. 6. (a) At the emergency hearing, if the court finds:

- (1) probable cause to believe that the landlord has violated or threatened to violate IC 32-31-5-6; and
- (2) that the tenant will suffer immediate and serious injury, loss, or damage;

the court shall issue an emergency order under subsection (b).

(b) If the court makes a finding under subsection (a), the court shall order the landlord to do either or both of the following:

- (1) Return possession of the dwelling unit to the tenant if the tenant has been deprived of possession of the dwelling unit.
- (2) Refrain from violating IC 32-31-5-6.

(c) The court may make other orders that the court considers just under the circumstances, including setting a subsequent hearing at the request of a party to adjudicate related claims between the parties.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-6-7**

#### **Waste**

Sec. 7. (a) As used in this section, "waste" does not include failure to pay rent.

(b) At the emergency hearing, if the court finds:

- (1) probable cause to believe that the tenant has committed or threatens to commit waste to the rental unit; and
- (2) that the landlord has suffered or will suffer immediate and serious:
  - (A) injury;
  - (B) loss; or
  - (C) damage;

the court shall issue an order under subsection (c).

(c) If the court makes a finding under subsection (b), the court shall order the tenant to do either or both of the following:

- (1) Return possession of the dwelling unit to the landlord.
- (2) Refrain from committing waste to the dwelling unit.

(d) The court may make other orders that the court considers just under the circumstances, including setting a subsequent hearing at the request of a party to adjudicate related claims between the parties.

*As added by P.L.2-2002, SEC.16.*

### **IC 32-31-6-8**

#### **Summons; court procedure**

Sec. 8. (a) If a petition is filed under this chapter, the clerk shall issue to the respondent a summons to appear at a hearing. The summons must:

- (1) give notice of the date, time, and place of the hearing; and
- (2) inform the respondent that the respondent must appear before the court to answer the petition.

(b) The clerk shall serve the respondent with the summons to appear in accordance with Rule 4.1 of the Rules of Trial Procedure.

(c) The court shall not grant a continuance of the emergency hearing except upon clear and convincing evidence that manifest injustice would result if a continuance were not granted.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-6-9**

##### **Subsequent hearing**

Sec. 9. If the court sets a subsequent hearing under section 6(c) or 7(d) of this chapter, the court may do the following at the subsequent hearing:

- (1) Determine damages.
- (2) Order return of a tenant's withheld property.
- (3) Make other orders the court considers just under the circumstances.

*As added by P.L.2-2002, SEC.16.*

#### **IC 32-31-6-10**

##### **Other claims**

Sec. 10. The adjudication of an emergency possessory claim under section 6(b) or 7(c) of this chapter does not bar a subsequent claim a party may have against the other party arising out of the landlord and tenant relationship unless that claim has been adjudicated under section 9 of this chapter.

*As added by P.L.2-2002, SEC.16.*

## **IC 32-31-7**

### **Chapter 7. Tenant Obligations**

#### **IC 32-31-7-1**

##### **Application**

Sec. 1. (a) Except as provided in subsection (b), this chapter applies only to dwelling units that are let for rent after June 30, 2002.

(b) This chapter does not apply to dwelling units that are let for rent with an option to purchase.

*As added by P.L.92-2002, SEC.1.*

#### **IC 32-31-7-2**

##### **Applicability of definitions**

Sec. 2. The definitions in IC 32-31-3 apply throughout this chapter.

*As added by P.L.92-2002, SEC.1.*

#### **IC 32-31-7-3**

##### **"Rental premises" defined**

Sec. 3. As used in this chapter, "rental premises" includes all of the following:

(1) A tenant's rental unit.

(2) The structure in which the tenant's rental unit is a part.

*As added by P.L.92-2002, SEC.1.*

#### **IC 32-31-7-4**

##### **Effect of waiver of statute**

Sec. 4. A waiver of the application of this chapter by a landlord or tenant, by contract or otherwise, is void.

*As added by P.L.92-2002, SEC.1.*

#### **IC 32-31-7-5**

##### **Tenant obligations**

Sec. 5. A tenant shall do the following:

(1) Comply with all obligations imposed primarily on a tenant by applicable provisions of health and housing codes.

(2) Keep the areas of the rental premises occupied or used by the tenant reasonably clean.

(3) Use the following in a reasonable manner:

(A) Electrical systems.

(B) Plumbing.

(C) Sanitary systems.

(D) Heating, ventilating, and air conditioning systems.

(E) Elevators, if provided.

(F) Facilities and appliances of the rental premises.

(4) Refrain from defacing, damaging, destroying, impairing, or removing any part of the rental premises.

(5) Comply with all reasonable rules and regulations in existence at the time a rental agreement is entered into. A tenant shall also comply with amended rules and regulations as provided in the rental agreement.

This section may not be construed to limit a landlord's obligations under this chapter or IC 32-31-8.

*As added by P.L.92-2002, SEC.1.*

### **IC 32-31-7-6**

#### **Condition of rental premises upon termination of occupancy**

Sec. 6. At the termination of a tenant's occupancy, the tenant shall deliver the rental premises to the landlord in a clean and proper condition, excepting ordinary wear and tear expected in the normal course of habitation of a dwelling unit.

*As added by P.L.92-2002, SEC.1.*

### **IC 32-31-7-7**

#### **Landlord's cause of action to enforce tenant obligations**

Sec. 7. (a) A landlord may bring an action in a court with jurisdiction to enforce an obligation of a tenant under this chapter.

(b) Except as provided in subsection (c), a landlord may not bring an action under this chapter unless the following conditions are met:

(1) The landlord gives the tenant notice of the tenant's noncompliance with a provision of this chapter.

(2) The tenant has been given a reasonable amount of time to remedy the noncompliance.

(c) If the noncompliance has caused physical damage that the landlord has repaired, the landlord shall give notice specifying the repairs that the landlord has made and documenting the landlord's cost to remedy the condition described in the notice.

(d) A landlord is not required to comply with the notice requirements of this section to bring an action under subsection (a) if the tenant's occupancy of the rental premises has terminated.

(e) This section may not be construed to limit a landlord's or tenant's rights under IC 32-31-3, IC 32-31-5, or IC 32-31-6.

(f) If the landlord is the prevailing party in an action under this section, the landlord may obtain any of the following, if appropriate under the circumstances:

(1) Recovery of the following:

(A) Actual damages.

(B) Attorney's fees and court costs.

(2) Injunctive relief.

(3) Any other remedy appropriate under the circumstances.

*As added by P.L.92-2002, SEC.1.*

## **IC 32-31-8**

### **Chapter 8. Landlord Obligations Under a Rental Agreement**

#### **IC 32-31-8-1**

##### **Application**

Sec. 1. (a) Except as provided in subsection (b), this chapter applies only to dwelling units that are let for rent after June 30, 2002.

(b) This chapter does not apply to dwelling units that are let for rent with an option to purchase.

*As added by P.L.92-2002, SEC.2.*

#### **IC 32-31-8-2**

##### **Applicability of definitions**

Sec. 2. The definitions in IC 32-31-3 apply throughout this chapter.

*As added by P.L.92-2002, SEC.2.*

#### **IC 32-31-8-3**

##### **"Rental premises" defined**

Sec. 3. As used in this chapter, "rental premises" includes all of the following:

(1) A tenant's rental unit.

(2) The structure in which the tenant's rental unit is a part.

*As added by P.L.92-2002, SEC.2.*

#### **IC 32-31-8-4**

##### **Effect of waiver of statute**

Sec. 4. A waiver of the application of this chapter by a landlord or tenant, by contract or otherwise, is void.

*As added by P.L.92-2002, SEC.2.*

#### **IC 32-31-8-5**

##### **Landlord obligations**

Sec. 5. A landlord shall do the following:

(1) Deliver the rental premises to a tenant in compliance with the rental agreement, and in a safe, clean, and habitable condition.

(2) Comply with all health and housing codes applicable to the rental premises.

(3) Make all reasonable efforts to keep common areas of a rental premises in a clean and proper condition.

(4) Provide and maintain the following items in a rental premises in good and safe working condition, if provided on the premises at the time the rental agreement is entered into:

(A) Electrical systems.

(B) Plumbing systems sufficient to accommodate a reasonable supply of hot and cold running water at all times.

(C) Sanitary systems.

(D) Heating, ventilating, and air conditioning systems. A heating system must be sufficient to adequately supply heat at all times.

(E) Elevators, if provided.

(F) Appliances supplied as an inducement to the rental agreement.

*As added by P.L.92-2002, SEC.2.*

### **IC 32-31-8-6**

#### **Tenant's cause of action to enforce landlord obligations**

Sec. 6. (a) A tenant may bring an action in a court with jurisdiction to enforce an obligation of a landlord under this chapter.

(b) A tenant may not bring an action under this chapter unless the following conditions are met:

(1) The tenant gives the landlord notice of the landlord's noncompliance with a provision of this chapter.

(2) The landlord has been given a reasonable amount of time to make repairs or provide a remedy of the condition described in the tenant's notice. The tenant may not prevent the landlord from having access to the rental premises to make repairs or provide a remedy to the condition described in the tenant's notice.

(3) The landlord fails or refuses to repair or remedy the condition described in the tenant's notice.

(c) This section may not be construed to limit a tenant's rights under IC 32-31-3, IC 32-31-5, or IC 32-31-6.

(d) If the tenant is the prevailing party in an action under this section, the tenant may obtain any of the following, if appropriate under the circumstances:

(1) Recovery of the following:

(A) Actual damages and consequential damages.

(B) Attorney's fees and court costs.

(2) Injunctive relief.

(3) Any other remedy appropriate under the circumstances.

(e) A landlord's liability for damages under subsection (d) begins when:

(1) the landlord has notice or actual knowledge of noncompliance; and

(2) the landlord has:

(A) refused to remedy the noncompliance; or

(B) failed to remedy the noncompliance within a reasonable amount of time following the notice or actual knowledge;

whichever occurs first.

*As added by P.L.92-2002, SEC.2.*